

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING**  
**MARCH 9, 2015**  
**5:30 P.M.**  
**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF FEBRUARY 23, 2015**
5. **SPECIAL RECOGNITION:** Natchitoches Tri-Centennial Steering Committee
6. **PROCLAMATION:**  
**#015** Stamey Resolution Declaring Friday, March 13, 2015 as Leaders Against Litter Day In The City of Natchitoches
7. **PLANNING & ZONING – INTRODUCTION:**  
**#014** Payne Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:  
  
Lot 3 Block L Of East Natchitoches From R-1 Residential To R-2 Multiple Family To Construct A Duplex. **Rand S Metoyer (Lot Between 307 & 315 Carver Ave.)**  
  
**#015** Nielsen Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:  
  
Lot West Side Washington Street, North By Weber, South By Carroll, West By Salim From R-1 Special Exception To R-2 Multiple Family Special Exception To Construct A Second Dwelling Unit. **Scott Lumry/Jim Metcalf (910 Washington St.)**
8. **ORDINANCES – INTRODUCTION:**  
**#009** Mims Ordinance Amending Article II Of Chapter 30 Of The Code Of Ordinances Of The City Of Natchitoches By Amending Section 30-20 Which Is Titled “Security Lighting Service”, And Providing For Conditions Of Availability, Character Of Service, A Rate Schedule, Monthly Rates, Special Charges, Form Of Agreements With Customers, Authorizing The Mayor Or His Designee To Execute The Agreements, Providing For A Savings Clause, A Repealer Clause, And Providing For An Effective Date Of The Ordinance

**#010 Morrow**

Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Amendment To That Lease In Favor Of Cane River Aero, LLC, Of That 7,500 Square Foot Area Shown And Depicted As Lot 7 On The Airport Layout Plan Of April 12, 1994, And That 24,000 Square Foot Area Shown And Depicted As Lot 20 On The Airport Layout Plan Of April 12, 1994 And Further Providing For Advertising And An Effective Date

**#011 Nielsen**

Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Natchitoches Community Alliance Foundation, Inc., Which Said Agreement Will Provide For The Exclusive Use And Control Of The Website "Natchitochesonthemove.Com", Providing For A Three Year Renewal, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

**#012 Mims**

Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease In Favor Of Sharplin Realty, LLC, Of That 21,785.76 Square Foot Area Shown And Depicted On A June 8, 1962 Survey By A. J. Brouillette, And Further Providing For Advertising Of The Lease And An Effective Date

**#013 Nielsen**

Ordinance To Amend And Reenact Chapter 13.1 Of The Code Of Ordinances Of The City Of Natchitoches, Louisiana, Said Chapter Being Entitled "Flood Damage Prevention", And Specifically Amending And Reenacting Sections 13.1-1 Through 13.1-37 Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

9. **RESOLUTIONS:**

**#016 Payne**

Resolution Authorizing The Mayor To Execute **Change Order No. Two Final** To The Agreement Between The City of Natchitoches And Sunstream Inc., For The Airport Lighting Project, Schedule I, Schedule II, At The Natchitoches Regional Airport LA DOTD Project NOS. H.010802  
(Bid No. 0542)

**#017 Morrow**

Resolution Authorizing The Mayor To Advertise And Accept Bids For The City Of Natchitoches, LA Highway 6 West Water Main Extension  
(Bid No. 0563)

**#018 Stamey**

Resolution Authorizing The Mayor To Advertise And Accept Bids For Christmas Lighting Supplies (Bid No. 0564)

**#019 Mims**

Resolution Authorizing The Mayor To Advertise And Accept Bids For (2) 300 KVA 3 Phase Pad Mount Transformers and (2) 150 KVA 3 Phase Pad Mount Transformers (Bid No. 0565)

10. **ANNOUNCEMENTS:**

The next scheduled City Council meeting will be **March 23, 2015.**

The offices of the City of Natchitoches will be closed Friday, **April 3, 2015** for Good Friday.

A public meeting will be held at the regular scheduled City Council meeting on **April 13**, at **5:30 p.m.** at the Arts Center, 716 Second Street, Natchitoches, LA for the purpose of adopting the millage rate for the tax year 2015.

11. **ADJOURMENT:**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, MARCH 9, 2015 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, March 9, 2015 at 5:30 p.m.

There were present:

Mayor Lee Posey  
Councilman At Large Don Mims, Jr.  
Councilman Dale Nielsen  
Councilman Larry Payne  
Councilman David Stamey  
Councilwoman Sylvia Morrow

Guests: Natchitoches Tri-Centennial Steering Committee

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilwoman Morrow was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the February 23, 2015 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

<b>Ayes:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>None</b>
<b>Abstain:</b>	<b>None</b>

The City of Natchitoches' Relay for Life Team is promoting two fundraisers. The Chicken Dinner Fundraiser will be on March 26, 2015 from 11:00 a.m. – 12:30 p.m. at City Hall. They will be selling the dinners for \$8.00 and will deliver for orders of 5 or more. The team is also selling raffle tickets for \$1.00 each until April 24, 2015. You have a chance at winning 1 of 6 prizes, with the grand prize being \$500 cash. If you would like more information on these fundraisers, please contact City Hall at 318-352-2772.

The Mayor then recognized Cynthia Sutton of the Cane River National Heritage Area for her role as Chair of the Tri-Centennial Steering Committee. He thanked her for all her hard work and dedication to make 2014 a memorable year for the City of Natchitoches. Cynthia Sutton then recognized the members of the Tri-Centennial Steering Committee which included David Stamey, Juanita Fowler, John Puckett, and the late Daniel Graves for their hours of dedication each week to making the Tri-Centennial a success. She also recognized Mr. Tri-Centennial, Dr. Ron McBride and commended him on his efforts in 2014 in marketing and organizing each event.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to  
-wit:

**RESOLUTION NO. 015 OF 2015**

**PROCLAMATION DECLARING MARCH 13, 2015 LEADERS AGAINST LITTER DAY  
IN THE CITY OF NATCHITOCHES**

**WHEREAS**, the health, cleanliness, and beautification of our community and state greatly depend on the services of Keep Natchitoches Beautiful and Keep Louisiana Beautiful; and

**WHEREAS**, the support of an informed citizenry and strong community leaders from all walks of life is vital to the accomplishment of strong litter prevention, recycling, beautification and community enhancement programs; and

**WHEREAS**, the quality and effectiveness of litter prevention, recycling, beautification and community enhancement programs is vitally dependent upon the efforts and skills of Keep Natchitoches Beautiful, Keep Louisiana Beautiful, and team of dedicated political officials, the business community, school and church leaders, community and civic groups, and individual volunteers, all working together for a cleaner Louisiana.

**NOW, THEREFORE**, I, Lee Posey, Mayor of the City of Natchitoches and the Natchitoches City Council do hereby proclaim Friday, March 13, 2015 as:

**LEADERS AGAINST LITTER DAY**

in the City of Natchitoches and call upon all citizens and local leaders to recognize the contributions which Keep Natchitoches Beautiful makes daily to the cleanliness and beautification of our community, and in doing so, for said citizens and local leaders to pledge their support to Keep Natchitoches Beautiful and to take a stand against litter.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to  
0 Nays on this 9<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Mr. Stamey, presented the proclamation to Samantha Bonnette, Main Street Manager, who has organized the City's participation in the Leader's Against Litter Day to be held on Friday, March 13<sup>th</sup> starting at 9:00 a.m. at the Martin Luther King, Jr. Recreation Center. She encouraged the community to come out and participate in this event as people all across the state of Louisiana will be participating. She mentioned through our Keep Louisiana Beautiful grant, supplies are readily available to have community cleanups. If anyone is interested in having a cleanup, please contact the Main Street office at 318-357-3822. She also mentioned the Cleanest City Contest is coming up on Tuesday, March 17<sup>th</sup> so this is a great time to make sure the City is as clean as possible. Mayor Posey stated Rev. Al Harris along with Randy Stelly and others have really done a great job at keeping the area around Ben Johnson clean and he appreciates their efforts there.

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on March 9, 2015 as follows:

**ORDINANCE NO. 014 OF 2015**

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING  
ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**LOT 3 BLOCK L OF EAST NATCHITOCHEES FROM R-1 RESIDENTIAL TO R-2  
MULTIPLE FAMILY TO CONSTRUCT A DUPLEX.**

**(LOT BETWEEN 307 & 315 CARVER AVE.)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **March 3, 2015** that the application of **Rand S Metoyer** to rezone the property described above from R-1 Residential to R-2 Multiple Family to construct a duplex (Lot between 307 & 315 Carver Ave.), be **APPROVED**.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on March 9, 2015 as follows:

**ORDINANCE NO. 015 OF 2015**

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**LOT WEST SIDE WASHINGTON STREET, NORTH BY WEBER, SOUTH BY CAROLL, WEST BY SALIM FROM R-1 SPECIAL EXCEPTION TO R-2 MULTIPLE FAMILY SPECIAL EXCEPTION TO CONSTRUCT A SECOND DWELLING UNIT.**

**(910 WASHINGTON ST.)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **March 3, 2015** that the application of **Scott Lumry/Jim Metcalf** to rezone the property described above from R-1 Special Exception to R-2 Multiple Family Special Exception to construct a second dwelling unit (910 Washington St.), be **APPROVED**.



The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on March 9, 2015 as follows:

**ORDINANCE NO. 009 OF 2015**

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF NATCHITOCHES BY AMENDING SECTION 30-20 WHICH IS TITLED "SECURITY LIGHTING SERVICE", AND PROVIDING FOR CONDITIONS OF AVAILABILITY, CHARACTER OF SERVICE, A RATE SCHEDULE, MONTHLY RATES, SPECIAL CHARGES, FORM OF AGREEMENTS WITH CUSTOMERS, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENTS, PROVIDING FOR A SAVINGS CLAUSE, A REPEALER CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.**

**WHEREAS**, the Utility director of the City of Natchitoches has recommended to the Mayor and City Council that the City amend Section 30-20 of the Code of Ordinances of the City of Natchitoches which provides for private security lighting and which makes private security lighting available to the city customers desiring to contract with the City for such service, and

**WHEREAS FURTHER**, this program provides a service to the citizens of Natchitoches and greatly aids in promoting security to property, benefitting the health, safety, and welfare of the general citizenry, and

**WHEREAS FURTHER**, the recommendation of the Utility Director is to provide for a billing schedule for lighting installed prior to the 2014 amendment to the ordinance that requires LED lighting for future security lighting; and

**WHEREAS FURTHER**, the City Council desires to amend the ordinance to provide for the changes recommended by the Utility Director;

**WHEREAS FURTHER**, Section 30-20 of the Code of Ordinances currently provides as follows, to-wit:

**"SECTION 30-20: SECURITY LIGHTING SERVICE**

**Section (1): Security Lighting Service**

- (a) Availability. Privately Security Lighting Service shall be available to all City of Natchitoches Utility System customers.
- (b) Character of Service. This service covers electric lighting service for outdoor equipment, the illumination of driveways, yards, lots, and other outdoor areas. This shall be a non-metered service which will be provided under separate written agreement between the customer and the City of Natchitoches Utility Department. Service shall be available on an automatically controlled dusk to dawn schedule.
- (c) Rate Schedule. The schedule of rates for this non-metered service shall be as follows:
  - (1) Monthly rates: (sum of the following charges):

SIZE/TYPE	WATTS	KWH	INSTLN. COST	MONTHLY SERVICE CHARGE	MAINT. CHARGE	TOTAL MONTHLY COST	BILLING RATE CODE
101 LED	101	2.93	\$32.00	\$8.30	\$3.40	\$11.70	710-A

**NOTE:** \*LED = Light Emitting Diode

- (2) PCA Charge. As set forth in Section 30-18(a), (8) of the Code of Ordinances. The PCA charge applied to the estimated energy consumption and included in the Monthly Service Charge.
- (3) Tax Additions: The rate set forth above shall be subject to proportional increases to compensate for any gross revenue, KWH, or other form of tax hereafter imposed by any municipal, parish, state, or federal taxing body.
- (d) Form Agreement. The Utility Department for the City of Natchitoches is hereby authorized to prepare forms of contracts or agreement for this Private Security Lighting Service, which said agreement(s) shall set forth the details of the service, such as location of the service, cost of the service, including monthly service charge, term of service, operation and maintenance, billing procedure, and any and all other such terms, conditions, and provisions as may be necessary. The Mayor, or his designee, shall be empowered to execute such agreements on behalf of the City without further action of the City Council."

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, in legal session convened, as follows:

**SECTION I.** Article II of Chapter 30 (entitled "ELECTRICITY") of the Code of Ordinances is hereby amended to amend section, 30-20, entitled "SECURITY LIGHTING SERVICE", which shall henceforth read as follows:

#### **SECTION 30-20: SECURITY LIGHTING SERVICE**

##### **Section (1): Security Lighting Service**

- (e) Availability. Private Security Lighting Service shall be available to all City of Natchitoches Utility System customers.
- (f) Character of Service. This service covers electric lighting service for outdoor equipment, the illumination of driveways, yards, lots, and other outdoor areas. This shall be a non-metered service which will be provided under separate written agreement between the customer and the City of Natchitoches Utility Department. Service shall be available on an automatically controlled dusk to dawn schedule.
- (g) Rate Schedule. The schedule of rates for this non-metered service shall be as follows:
  - (1) Monthly rates: (sum of the following charges):

SIZE/TYPE	WATTS	KWH	INSTLN. COST	MONTHLY SERVICE CHARGE	MAINT. CHARGE	TOTAL MONTHLY COST	BILLING RATE CODE
101 LED	101	2.93	\$32.00	\$8.30	\$3.40	\$11.70	SLH

**NOTE:** \*LED = Light Emitting Diode

- (2) PCA Charge. As set forth in Section 30-18(a), (8) of the Code of Ordinances. The PCA charge applied to the estimated energy consumption and included in the Monthly Service Charge.
  - (3) Tax Additions: The rate set forth above shall be subject to proportional increases to compensate for any gross revenue, KWH, or other form of tax hereafter imposed by any municipal, parish, state, or federal taxing body.
- (h) Form Agreement. The Utility Department for the City of Natchitoches is hereby authorized to prepare forms of contracts or agreement for this Private Security Lighting Service, which said agreement(s) shall set forth the details of the service, such as location of the service, cost of the service, including monthly service charge, term of service, operation and maintenance, billing procedure, and any and all other such terms, conditions, and provisions as may be necessary. The Mayor, or his designee, shall be empowered to execute such agreements on behalf of the City without further action of the City Council.
- (i) Existing security lighting services. Understanding that there remain security lighting of sizes and types other than those listed in subsection ( C ), above, customers may continue with existing security lighting as follows:
- (1) Re-contract with the City for the replacement of the existing lighting to comply with subsection (c), above, for the lighting supported by the City for maintenance and energy, or
  - (2) Continue to utilize the existing lighting on their property, but assume maintenance of the existing lighting with no support from the City. The customer will be responsible for a monthly charge for the energy consumption as follows:
  - (3) The energy charge will be calculated based upon the average monthly KWK draw of each fixture per month. The charge per KWH will be the 12 month average of the cost of energy the City charges to its residential customers per month, which initially shall be as set forth in chart "e "below.
  - (4) The City Utility Director shall re-evaluate, on an annual basis, the security light cost of energy charged using a 12 month previous averaging method. The Utility Director shall provide any changes in the monthly charge for energy consumption to the Utility Billing Department who shall bill accordingly.

CHART E

SIZE/TYPE	WATTS	KWH/MO			TOTAL MONTHLY COST	BILLING RATE CODE
100 HPS	140	55			\$5.50	SLAE
150 HPS	200	75			\$7.50	SLBE
175 MV	220	80			\$8.00	SLCE
200 HPS	225	85			\$8.50	SLDE
250 HPS	320	120			\$12.00	SLEE
400 HPS	500	185			\$18.55	SLFE
1500 HPS	1500	558			\$55.80	SLGE

**NOTE:** \*HPS = High Pressure Sodium; MV = Mercury Vapor

**SECTION II. BE IT FURTHER ORDAINED** that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

**SECTION III. BE IT FURTHER ORDAINED** that this ordinance shall go into effect immediately after due publication according to law.

**SECTION V. BE IT FURTHER ORDAINED** that all ordinances in conflict herewith are hereby repealed.

**THIS ORDINANCE** was introduced at a regular meeting of the City Council held on the day of March 9, 2015.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on March 9, 2015 as follows:

**ORDINANCE NO. 010 OF 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE AN AMENDMENT TO THAT LEASE IN FAVOR OF CANE RIVER AERO, LLC, OF THAT 7,500 SQUARE FOOT AREA SHOWN AND DEPICTED AS LOT 7 ON THE AIRPORT LAYOUT PLAN OF APRIL 12, 1994, AND THAT 24,000 SQUARE FOOT AREA SHOWN AND DEPICTED AS LOT 20 ON THE AIRPORT LAYOUT PLAN OF APRIL 12, 1994 AND FURTHER PROVIDING FOR ADVERTISING AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter "City") is the owner of those lots shown on the Airport Layout Plan of April 12, 1994, which said lots are available for lease, and more particularly is the owner of Lot 7 and Lot 20 as shown and depicted on the Layout Plan, said Lot 7 being a 7,500 square foot area and Lot 20 being a 24,000 square foot area; and

**WHEREAS**, the Airport Manager, Larry Cooper, negotiated the terms of a lease with Cane River Aero, LLC (sometimes hereinafter "Aero") of that property shown and depicted as Lot 7 and Lot 20 on the Airport Layout Plan of April 12, 1994; and

**WHEREAS FURTHER**, the City and Aero entered into a lease agreement dated October 27, 2014, which said lease provided for a ten (10) year period, with consideration of Three Thousand One Hundred Fifty and no/100 (\$3,150.00) Dollars per year, all as set forth in that Lease Agreement by and between the City of Natchitoches, and Cane River Aero, LLC, dated October 27, 2014; and

**WHEREAS FURTHER**, the Aero is in negotiations with Chris Sharplin and Sharplin Realty, LLC for the purchase of a hanger and acquisition of leasehold interest in a lot adjacent to Lot 7; and

**WHEREAS FURTHER**, contemplating that Aero will be successful in its negotiations, it has requested that the October 27, 2014 lease be amended to remove Lot 20 from the terms of that lease in the event that it acquires the title to the hanger and leasehold rights from Sharplin; and

**WHEREAS FURTHER**, the Airport Manager and the Airport Commission have reviewed the request and have recommended that the October 27, 2014 lease be amended as requested, finding that the location of the various lots is such that it is preferable that the Cane River Aero conduct its operations on Lot 7 and the lot to be leased as they are adjacent, resulting in less traffic across taxiways; and

**WHEREAS FURTHER**, the Airport Manager and the Airport Commission are further of the belief that Lot 20 can be leased to another party; and

**NOW THEREFORE, BE IT ORDAINED** by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does amend the Lease Agreement with Cane River Aero, LLC, dated October 27, 2014, so as to release that property described as a 24,000 square foot area, more fully shown and depicted as Lot 20 on the Airport Layout Plan of April 12, 1994.

(2) That the amended lease provide for a new consideration of \$750.00, which is ten cents

per square foot for the lot that shall remain subject to the terms of the lease.

(3) That the attached Amended Lease Agreement be approved by the City Council of the City of Natchitoches.

(4) That this proposed ordinance be published in accordance with law, in the Natchitoches Times, the legal journal for the City and that ordinance be posted in the City Hall.

(5) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute an Amended Lease Agreement in favor of Cane River Aero, LLC.

(6) That this ordinance and the approval to the Mayor to execute the Amended Lease Agreement be conditioned upon the acquisition of the hanger and leasehold rights by Cane River Aero, LLC, from Chris Sharplin and Sharplin Realty, LLC.

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**AMENDED LEASE AGREEMENT**

**BE IT KNOWN** that this agreement is made and entered into on this the day of \_\_\_\_\_, 2015, before the undersigned Notaries Public and subscribing witnesses, by and between:

**THE CITY OF NATCHITOCHES, LOUISIANA**, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. 010, of 2015 adopted by the City Council of the City of Natchitoches on the \_\_\_ day of April, 2015, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

**AND**

**Cane River Aero, LLC**, a Louisiana limited liability company, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457, Articles of Organization and Initial Report recorded at Charter Book 33, page 292 of the records of Natchitoches Parish, Louisiana, represented herein by its members, James Russell Stacy and John Danley, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

The parties hereto did enter into a Lease Agreement for the lease of certain lots in the Natchitoches Regional Airport, said Lease Agreement dated October 27, 2014.

That the parties have agreed to amend the lease to remove and release Lot 20 from the terms of the lease, and in accordance therewith do amend that Lease Agreement dated October 27, 2014, as follows, to-wit:

Paragraph 1 of the Lease Agreement dated October 27, 2014 is hereby amended to read as follows:

**"1.**

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following plots of ground, to-wit:

A certain square, parcel or tract of land, located in the Natchitoches Regional Airport, measuring 100 feet by 75 feet and containing 7,500 square feet. The said plot of ground is more particularly described and shown as Lot 7 on the Airport Layout Plan of April 12, 1994."

Paragraph 2 of the Lease Agreement dated October 27, 2014 is hereby amended to read as follows:

**"2.**

In consideration for the use of said Tracts and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of Seven Hundred Fifty and no/100 (\$750.00) Dollars per year payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described above having a total of 7,500 square feet.

After five years, November of 2019, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2014. The difference between the Index figure for January 1, 2014, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall."

Paragraph 7 of the Lease Agreement dated October 27, 2014 is hereby amended to read as follows:

**"7.**

Lessee shall have the privilege to make improvements on the Tract. It is provided, however, that plans and specifications for the hangar and other structures should be submitted to the City for



approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.”

The rest and remainder of the Lease Agreement dated October 27, 2014, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, at Natchitoches, Louisiana.

\_\_\_\_\_  
**WITNESS**

**CITY OF NATCHITOCHES, LOUISIANA**

By: \_\_\_\_\_  
**LEE POSEY, MAYOR**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**IN WITNESS WHEREOF**, Cane River Aero, LLC, through its members, James Russell Stacy and John Danley, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this \_\_\_\_ day of \_\_\_\_\_, 2015, at Natchitoches, Louisiana.

**CANE RIVER AERO, LLC**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**BY: JAMES RUSSELL STACY**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**BY: JOHN DANLEY**

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

Mr. Edd Lee, Purchasing Director, stated Cane River Aero originally leased two lots from the airport. One was to build a hanger on and the other to hold equipment, chemicals, etc. for his crop duster business. He is now purchasing the hanger from Chris Sharplin and does not need the space to store his belongings. He will keep the 75 foot lot and will be building a hanger on that lot. When Sharplin bought the hanger he assumed an unused portion of a 10 year lease. He must renew his 10 year lease before Cane River Aero purchases the hanger. Once that lease is renewed, when the purchase is final with Cane River Aero they will assume the 10 year lease. Ordinance 10 and 12 go hand in hand with one another thus the explanation above.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on March 9, 2015 as follows:

**ORDINANCE NO. 011 OF 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NATCHITOCHES COMMUNITY ALLIANCE FOUNDATION, INC., WHICH SAID AGREEMENT WILL PROVIDE FOR THE EXCLUSIVE USE AND CONTROL OF THE WEBSITE "NATCHITOCHESONTHEMOVE.COM", PROVIDING FOR A THREE YEAR RENEWAL, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

**WHEREAS FURTHER**, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

**WHEREAS FURTHER**, the Natchitoches Community Alliance Foundation, Inc. (sometimes hereinafter referred to as "Community Alliance") is a Louisiana not for profit corporation and has been designated as a 501C-3 entity by the IRS; and

**WHEREAS FURTHER**, the City and the Community Alliance both have an interest in promoting economic growth, commerce and tourism in the City and Parish of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, the City has created and maintains a website dedicated to economic development bearing the domain name natchitochesonthemove.com (sometimes hereinafter referred to as "Website"); and

**WHEREAS FURTHER**, the Community Alliance has a need for a modern, updated and relevant website, and the City desires to assist the Community Alliance in its goal to become the voice of economic development for Natchitoches Parish; and

**WHEREAS FURTHER**, the City desires to transfer the exclusive use and control of the Website to the Community Alliance and the Community Alliance desires to use the Website to provide content and data for the dissemination of information from a common portal to serve all of Natchitoches Parish; and

**WHEREAS FURTHER**, in exchange for the exclusive use and control of the Website, the Community Alliance agrees to utilize the Website to provide and update content and visual direction for the dissemination of information, all of which will promote economic growth in the City and Parish of Natchitoches; and

**WHEREAS FURTHER**, the City and the Community Alliance agree that the exclusive use of the Website shall be for the remaining portion of the calendar year 2015 and will terminate

December 31, 2015, but may be renewed for an additional three year period under the same terms upon execution of a renewal by both parties prior to December 31, 2015; and

**WHEREAS FURTHER**, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed CEA, attached hereto, and is of the opinion that the CEA with the Community Alliance will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana and desires to authorize the Mayor of the City of Natchitoches to execute same; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to enter into this Cooperative Endeavor Agreement to help encourage and promote economic development in the City and Parish of Natchitoches; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Natchitoches Community Alliance Foundation, Inc., and in the event that the Mayor determines that the agreement should be extended, the Mayor is further authorized to execute the three year renewal

**BE IT FURTHER ORDAINED** that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**COOPERATIVE ENDEAVOR AGREEMENT**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

**WHEREAS FURTHER**, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

**WHEREAS FURTHER**, the Natchitoches Community Alliance Foundation, Inc. (sometimes hereinafter referred to as "Community Alliance") is a Louisiana not for profit corporation and has been designated as a 501C-3 entity by the IRS; and

**WHEREAS FURTHER**, the City and the Community Alliance both have an interest in promoting economic growth, commerce and tourism in the City and Parish of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, the City has created and maintains a website dedicated to economic development bearing the domain name natchitochesonthemove.com (sometimes hereinafter referred to as "Website"); and

**WHEREAS FURTHER**, the Community Alliance has a need for a modern, updated and relevant website, and the City desires to assist the Community Alliance in its goal to become the voice of economic development for Natchitoches Parish; and

**WHEREAS FURTHER**, the City desires to transfer the exclusive use and control of the Website to the Community Alliance and the Community Alliance desires to use the Website to provide content and data for the dissemination of information from a common portal to serve all of Natchitoches Parish; and

**WHEREAS FURTHER**, in exchange for the exclusive use and control of the Website, the Community Alliance agrees to utilize the Website to provide and update content and visual direction for the dissemination of information, all of which will promote economic growth in the City and Parish of Natchitoches; and

**WHEREAS FURTHER**, the City and the Community Alliance agree that the exclusive use of the Website shall be for the remaining portion of the calendar year 2015 and will terminate December 31, 2015, but may be renewed for an additional three year period under the same terms upon execution of a renewal by both parties prior to December 31, 2015; and

**WHEREAS FURTHER**, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that the CEA with the Community Alliance will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, the Community Alliance is authorized to enter into this agreement as evidenced by the attached corporate resolution; and

**WHEREAS FURTHER,** the Community Alliance is of the opinion that its use, maintenance and control of the Website will further its stated goal of encouraging economic development in the City and Parish of Natchitoches; and

**WHEREAS FURTHER,** the City and the Community Alliance desire to enter into this Cooperative Endeavor Agreement to help encourage and promote economic development in the City and Parish of Natchitoches; and

**NOW THEREFORE,** the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number \_\_\_\_\_ of 2015, and the Natchitoches Community Alliance Foundation, Inc., represented herein by \_\_\_\_\_, duly authorized to act herein pursuant to the attached resolution, do hereby enter into the following agreement:

(1) City agrees to allow the Community Alliance the exclusive use and control of the Website at natchitochesonthemove.com.

(2) The Community Alliance agrees to use the Website to provide content and data for the dissemination of information that will promote economic development in the City and Parish of Natchitoches, Louisiana.

(3) The Community Alliance will use the Website to provide for the dissemination of such information from a common portal to increase and improve the effectiveness of such information.

(4) This agreement and the use of the Website by the Community Alliance shall be for the remaining portion of the calendar year 2015 and will terminate December 31, 2015, but may be renewed for an additional three year period under the same terms upon execution of a renewal by both parties prior to December 31, 2015

(5) It is understood and agreed that this is a contract, and the employees, agents, representatives, and all other persons connected with the Community Alliance shall not be considered to be employees of the City of Natchitoches, in any respect.

**THUS DONE AND PASSED** before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF NATCHITOCHES,  
LOUISIANA**

\_\_\_\_\_

by: **Mayor Lee Posey**

**NATCHITOCHES COMMUNITY  
ALLIANCE FOUNDATION, INC.**

\_\_\_\_\_

by: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

Mayor Posey stated the Natchitoches Community Alliance Foundation formed and asked us to take over the Natchitoches on the Move website to update it with the most accurate information to hopefully enhance the future of economic development. We have agreed to do this for a 3 year period of time that way the City could take it back should anything happen. At this time we feel the changes will be positive and we will continue to make sure we move in positive direction.



The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on March 9, 2015 as follows:

**ORDINANCE NO. 012 OF 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE A LEASE IN FAVOR OF SHARPLIN REALTY, LLC, OF THAT 21,785.76 SQUARE FOOT AREA SHOWN AND DEPICTED ON A JUNE 8, 1962 SURVEY BY A. J. BROUILLETTE, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan, which said lots are available for lease, and more particularly is the owner of a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962; and

**WHEREAS**, the Airport Director, Larry Cooper, has negotiated the terms of a lease to Sharplin Realty, LLC, of that property described as a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962; and

**WHEREAS FURTHER**, the terms of the lease are for a ten (10) year period with consideration of Two Thousand One Hundred Seventy-Eight and 57/100 (\$2,178.57) Dollars per year, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Sharplin Realty, LLC; and

**WHEREAS FURTHER**, the City desires to lease that property described as a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962, to Sharplin Realty, LLC, under the terms set forth above and more particularly set forth in the lease attached hereto.

**NOW THEREFORE, BE IT ORDAINED** by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease that property described as a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962, to Sharplin Realty, LLC, for the term of ten (10) years with the annual consideration of \$2,178.57.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of **Sharplin Realty, LLC**, leasing that property described as a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962 for the term of Ten (10) years.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

**LEASE AGREEMENT**

**BE IT KNOWN** that this agreement is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015, before the undersigned Notaries Public and subscribing witnesses, by and between:

**THE CITY OF NATCHITOCHES, LOUISIANA**, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. 012, of 2015 adopted by the City Council of the City of Natchitoches on the \_\_\_\_ day of April, 2015, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

**AND**

**Sharplin Realty, LLC**, a Louisiana limited liability company, with mailing address of 2301 West St. Mary Blvd, Lafayette, Louisiana 70506, represented herein by its sole manager and member, Christopher Sharplin, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

**1.**

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following plot of ground, to-wit:

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground in more particularly described as follows, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hanger on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence turn at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C"; thence turn at right angles and run North 76 degrees 57 minutes East 147.6 feet to Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of the Natchitoches Regional Airport and is more fully shown on a plat of survey by A. J. Brouillette, Surveyor, dated June 8, 1962, a copy of which is attached.

**2.**

In consideration for the use of said tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of Two Thousand One Hundred Seventy-Eight and 57/100 Dollars (\$2,178.57) per year payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described as having a total of 21,785.76 square feet.

After five years, January of 2020, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2015. The difference between the Index figure for January 1, 2015, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

**3.**

The term of this lease shall be for a ten year period, the lease term beginning January 1, 2015.

**4.**

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose.

7.

Lessee shall have the privilege to make improvements to the hangar located upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hangar should be submitted to the City for approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive

property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.

8.

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises.

9.

The Lessee shall not sell gasoline or aviation fuel on the leased premises. The Lessee shall have the right to store aviation fuel for the exclusive use of Lessee or its Sub-Lessees, but all storage and dispensing equipment, tanks, and appurtenances shall comply with all local, state, and Federal law and regulations. The Lessee shall pay a ten cent per gallon flow fee for any fuel that is purchased from a source other than the Natchitoches Regional Airport, or the designated airport operator.

10.

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

Lessor, its agents and assigns, shall have the right to enter the leased premises at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

11.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

12.

This lease cannot be modified or changed except upon written agreement of the parties

hereto.

**13.**

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches

Regional Airport, and shall be subordinate thereto.

**14.**

During the time of war or National emergency, the Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

**15.**

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after such termination.

**16.**

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property. This paragraph shall apply

separately to each Lessee.

**17.**

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar, tanks, pumps and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

**18.**

Lessee, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

**19.**

The Lessee, its invitees and visitors shall access the leased premises across the airport road gate only and shall not access the leased premises across any taxiways or runways. This prohibition shall not apply to airplanes crossing taxiways to access runways.



IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, at Natchitoches, Louisiana, in quadruplicate original.

**CITY OF NATCHITOCHES, LOUISIANA**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Lee Posey, Mayor

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

IN WITNESS WHEREOF, Sharplin Realty, LLC, through its sole manager and member, Christopher Sharplin, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this \_\_\_\_ day of \_\_\_\_\_, 2015, at Natchitoches, Louisiana.

**SHARPLIN REALTY, LLC**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY: CHRISTOPHER SHARPLIN

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on March 9, 2015 as follows:

**ORDINANCE NUMBER 013 OF 2015**

**AN ORDINANCE TO AMEND AND REENACT CHAPTER 13.1 OF THE CODE OF ORDINANCES OF THE CITY OF NATCHITOCHES, LOUISIANA, SAID CHAPTER BEING ENTITLED "FLOOD DAMAGE PREVENTION", AND SPECIFICALLY AMENDING AND REENACTING SECTIONS 13.1-1 THROUGH 13.1-37 PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City Council of the City of Natchitoches enacted Ordinance Number 7 of 1987 on April 27, 1987, which said Ordinance enacted provisions pertaining to flood damage prevention which superseded former Chapter 13.1, which said former Chapter 13.1 was derived from Ordinance Number 67 of 1976, which was adopted October 10, 1977; and

**WHEREAS FURTHER**, upon recommendation of the Department of Transportation and Development of the State of Louisiana, the City Council of the City of Natchitoches adopted Ordinance Number 35 of 2000 which enacted certain changes to the Flood Damage Prevention Ordinance; and

**WHEREAS FURTHER**, the Department of Transportation and Development for the State of Louisiana has contacted the City of Natchitoches, Louisiana, and suggested certain changes to the current Flood Damage Prevention Ordinance, which said changes will bring the Code of Ordinances of the City of Natchitoches, Louisiana, into compliance with State and Federal requirements; and

**WHEREAS FURTHER**, the City Council for the City of Natchitoches, Louisiana, desires to amend and reenact Chapter 13.1 of the Code of Ordinances, which is entitled "Flood Damage

Prevention", in full, in order to bring the Flood Damage Prevention Ordinance into compliance with State and Federal Law; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, as follows:

**SECTION 1.** Chapter 13.1 of the Code of Ordinances of the City of Natchitoches is hereby amended and reenacted to read as follows:

**"Chapter 13.1**

**FLOOD DAMAGE PREVENTION**

**ARTICLE I. IN GENERAL**

**SEC. 13.1.1. STATUTORY AUTHORIZATION**

The Legislature of the State of Louisiana has in statute LRS 38:84 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of the City of Natchitoches, Louisiana, does ordain as follows:

**SEC. 13.1-2. FINDINGS OF FACT**

(1) The flood hazard areas of the City are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

**SEC. 13.1-3. STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Insure that potential buyers are notified that property is in a flood area.

#### **SEC. 13.1-4. METHODS OF REDUCING FLOOD LOSSES**

In order to accomplish its purposes, this ordinance uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

#### **SEC 13.1-5. DEFINITIONS**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

**ALLUVIAL FAN FLOODING** - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

**APEX** - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

**APPURTENANT STRUCTURE** – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

**AREA OF FUTURE CONDITIONS FLOOD HAZARD** – means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

**AREA OF SHALLOW FLOODING** - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**AREA OF SPECIAL FLOOD HAZARD** - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

**BASE FLOOD** - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

**BASE FLOOD ELEVATION** - The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

**BASEMENT** - means any area of the building having its floor subgrade (below ground level) on all sides.

**BREAKAWAY WALL** - means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

**CRITICAL FEATURE** - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

**DEVELOPMENT** - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

**ELEVATED BUILDING** - means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

**EXISTING CONSTRUCTION** - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

**EXISTING MANUFACTURED HOME PARK OR SUBDIVISION** - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

**EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION** - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**FLOOD OR FLOODING** - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.

(2) the unusual and rapid accumulation or runoff of surface waters from any source.

**FLOOD ELEVATION STUDY** – means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

**FLOOD INSURANCE RATE MAP (FIRM)** - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY (FIS)** – see Flood Elevation Study

**FLOODPLAIN OR FLOOD-PRONE AREA** - means any land area susceptible to being inundated by water from any source (see definition of flooding).

**FLOODPLAIN MANAGEMENT** - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

**FLOODPLAIN MANAGEMENT REGULATIONS** - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

**FLOOD PROTECTION SYSTEM** - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

**FLOOD PROOFING** - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

**FLOODWAY** – see Regulatory Floodway

**FUNCTIONALLY DEPENDENT USE** - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**HIGHEST ADJACENT GRADE** - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**HISTORIC STRUCTURE** - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

**LEVEE** - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

**LEVEE SYSTEM** - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

**LOWEST FLOOR** - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

**MANUFACTURED HOME** - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

**MANUFACTURED HOME PARK OR SUBDIVISION** - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MEAN SEA LEVEL** - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

**NEW CONSTRUCTION** - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION** - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

**RECREATIONAL VEHICLE** - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as

a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**REGULATORY FLOODWAY** - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**RIVERINE** – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

**SPECIAL FLOOD HAZARD AREA** – see Area of Special Flood Hazard

**START OF CONSTRUCTION** - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE** – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**SUBSTANTIAL DAMAGE** - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT** - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**VARIANCE** – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

**VIOLATION** - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR Sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.



**WATER SURFACE ELEVATION** - means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

#### **SEC. 13.1-6. LANDS TO WHICH THIS ORDINANCE APPLIES**

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of Natchitoches, Louisiana.

#### **SEC. 13.1-7. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD**

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Natchitoches Parish and Incorporated area," dated July 6, 2015, with accompanying Flood Insurance Rate Maps (FIRM) dated July 6, 2015, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

#### **SEC. 13.1-8. ESTABLISHMENT OF DEVELOPMENT PERMIT**

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

#### **SEC. 13.1-9. COMPLIANCE**

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

#### **SEC. 13.1-10. ABROGATION AND GREATER RESTRICTIONS**

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

#### **SEC. 13.1-11. INTERPRETATION**

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

#### **SEC. 13.1-12. WARNING AND DISCLAIMER OR LIABILITY**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

#### **SEC. 13.1-13----13.1-20. RESERVED**

## **SEC. 13.1-21. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR**

That the Director of Planning and Zoning is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

## **SEC. 13.1-22. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR**

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this ordinance.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Department of Transportation and Development, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with Section 13.1-7, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Sections 13.1-31 through 13.1-37.
- (9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood

by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

#### **SEC. 13.1-23. PERMIT PROCEDURES**

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 13.1-32 (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Section 13.1-22 (1);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

#### **SEC. 13.1-24. VARIANCE PROCEDURES**

(1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 13.1-23 (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Section 13.1-3).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Section 13.1-24 (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

## **SECS. 13.1-25 ---- 13.1-30. RESERVED**

### **SEC. 13.1-31. GENERAL STANDARDS**

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

### **SEC. 13.1-32. SPECIFIC STANDARDS**

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Section 13.1-7, (ii) Section 13.1-22 (8), or (iii) Section 13.1-33 (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Section 13.1-23 (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

**(4) Manufactured Homes -**

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the bottom of the longitudinal structural I beam of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4)(b) of this section be elevated so that either:

(i) the bottom of the longitudinal structural I beam of the manufactured home is at or above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 13.1-23 (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

### SEC. 13.1-33. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sections 13.1-2, 13.1-3 and 13.1-4 of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Section 13.1-8; Section 13.1-23; and the provisions of Sections 13.1-31 through 13.1-37 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Section 13.1-7 or Section 13.1-22 (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

### SEC. 13.1-34. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Section 13.1-7, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Section 13.1-23 are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

### SEC. 13.1-35. FLOODWAYS

Floodways - located within areas of special flood hazard established in Section 13.1-7, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Section 13.1-35 (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Sections 13.1-31 through 13.1-37.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

#### **SEC. 13.1-36. SEVERABILITY**

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

#### **SEC. 13.1-37. PENALTIES FOR NON COMPLIANCE**

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined in accordance with Section 10-79 of the Code of Ordinances of the City of Natchitoches, Louisiana. Each day the violation continues shall be deemed a new violation. In addition, the violator shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Natchitoches from taking such other lawful action as is necessary to prevent or remedy any violation."

**SECTION 2.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 3.** If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.



SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

Said Ordinance having been introduced on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, notice of public hearing having been held, the title having been read and the Ordinance considered, on motion by \_\_\_\_\_, and seconded by \_\_\_\_\_, to adopt the ordinance, a record vote was taken and the following result was had:

YEAS:

NAYS:

ABSENT:

Whereupon, the presiding officer declared the above Ordinance duly \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Mrs. Juanita Fowler, Planning and Zoning, stated FEMA came in to modify changes to flood map. Prior to 2009, Natchitoches Parish was not accredited by FEMA under flood protection. This ordinance tonight is just to amend the current section of the Code of Ordinances as it refers to "Flood Damage Prevention" to make the necessary updates to the flood insurance program and keeps the City in compliance. Another thing we need to do is pass a resolution to participate in Community Rating Service which allows for 5% reduction in policies in insurance policies. After we submit an application and it is found we meet the criteria, hopefully this will be in place.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to -wit:

**RESOLUTION NO. 016 OF 2015**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
CHANGE ORDER NO. TWO FINAL TO THE AGREEMENT BETWEEN  
THE CITY OF NATCHITOCHES AND SUNSTREAM INC., FOR  
THE AIRPORT LIGHTING PROJECT, SCHEDULE I, SCHEDULE II,  
AT THE NATCHITOCHES REGIONAL AIRPORT  
LA DOTD PROJECT NOS. H.010802**

**(BID NO. 0542)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to **Sun Stream, Inc.**, (CONTRACTOR) by Ordinance No. 047 of 2013 in the amount of \$678,079.80 for the Airport Lighting Project, Schedule I, Schedule II, at the Natchitoches Regional Airport; and

**WHEREAS**, on February 26, 2015, CONTRACTOR issued Change Order No. Two - Final fully described in attached Exhibit C.O.-Two-Final; and

**WHEREAS**, the contract sum will be increased by this Change Order No. Two-Final in the amount of \$25,706.45 and the revised contract total will be \$751,278.25; and

**WHEREAS**, the contract time will be increase by this Change Order No. Two- Final in the amount of 5 working days and the revised contract time will be 45 working days; and

**WHEREAS**, the project engineer, Mike Corkern of Airport Development Group Inc. has recommended this change order; and

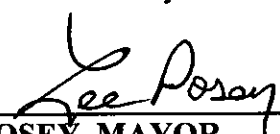
**WHEREAS**, the City is of the opinion that Change Order No. Two-Final is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. Two-Final to the agreement between the City of Natchitoches and the Contractor.

Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

**CHANGE ORDER NO. TWO-FINAL**

State of Louisiana  
Airport Name: Natchitoches Regional Airport  
City: Natchitoches

LA DOTD Project No. H.010802  
Contractor: SunStream, Inc.  
Schedule No. I and II

To SunStream, Inc. contractor.

You are hereby ordered to make the following change in the plans and/or specifications for the above designated Project:

1. Description of change to be made:  
Change out additional transformers on the existing guidance signs and account for overrun of direct buried conduit.
2. Reason for ordering change:  
The LA DOTD wanted to replace the additional transformers and connectors on runway 17/35, and for quantity overruns.
3. Settlement for the cost of the above change is to be made as follows:

L110A	\$3.90 x 4,820 L.F.	= \$18,798.00
New Transformers and Splice Kits	\$382.85 x 17 each	= \$ 6,508.45
New Splice Kits on Homerun Circuit	\$400.00 x 1 L.S.	= \$ 400.00
		<b>\$ 25,706.45</b>
4. Contract Time:

- Original Contract Time	30 working days
- Current Contract Time	40 working days
- Net increase this Change Order	5 working days
- New Contract Time	45 working days
5. Summary of Costs:

- Original Contract Amount:	
Schedule I (Replace Runway 7/25 Lighting and Upgrade Vault)	\$494,460.00
Schedule II (Replace ODAL System, ODAL Power and Controls)	\$183,619.80
 Total:	 \$678,079.80
 - Net increase of this Change Order:	 \$25,706.45
- Total increase of all previous Change Orders:	\$47,492.00
- Total increase of all change orders to this date:	\$73,198.45
 - Total Estimated Contract Costs:	
Schedule I and II	\$751,278.25
 Total:	 \$751,278.25

NOTE: This Order is not effective until approved by a representative of the LA DOTD Aviation Division.

Prepared by: *M. P. [Signature]* Associate Principal 2/25/15  
ADG Representative Title Date

Agreed to by: *Lee Rosen* Mayor 3/10/15  
Sponsor's Authorized Rep. Title Date

Agreed to by: *Jim [Signature]* President 02/26/15  
Contractors Authorized Rep. Title Date

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 017 OF 2015**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT  
BIDS FOR THE CITY OF NATCHITOCHES, LA HIGHWAY 6 WEST WATER  
MAIN EXTENSION**

**(BID NO. 0563)**

**WHEREAS**, the City wishes to advertise for public bids for the City of Natchitoches La Highway 6 West Water Main Extension (Bid No. 0563); and

**WHEREAS**, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana, and

**WHEREAS**, the City of Natchitoches will accept sealed and electronic bids for the project no later than 10:00 A.M. on Monday, April 13, 2015 at the office of the Director of Purchasing, 1400 Sabine Street, and

**WHEREAS**, bids will be publicly opened and read aloud at the location and time herein above; and

**WHEREAS**, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Sylvia Morrow, Councilwoman are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

## **ADVERTISEMENT FOR BIDS**

CITY OF NATCHITOCHES (hereinafter referred to as the "Owner").

The Owner will accept sealed or internet bids for – CITY OF NATCHITOCHES, LA HIGHWAY 6 WEST WATER MAIN EXTENSION, City Bid No. 0563, will be received by Edd Lee, Director of Purchasing, City of Natchitoches, 1400 Sabine Street, Natchitoches, Louisiana, 71457, for the construction of the project described as follows:

### **LA HIGHWAY 6 WEST WATER MAIN EXTENSION**

Sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing and delivered to the City not later than 10:00 A.M. on Monday, April 13, 2015. A non-mandatory pre-bid conference will be held Monday, March 30, 2015 at 10:30 A.M. at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457. All bids shall be plainly marked in the upper left corner of the sealed envelope as follows: **SEALED BID**, Bid of (Name of Contractor), "LA Highway 6 West Water Main Extension", City of Natchitoches Bid No. 0563, To be opened at 10:00 A.M., local time, on April 13, 2015, Louisiana Contractor License No. (insert license #). All bids must be submitted on the proper bid form. The Contractor shall display his Contractor's license number prominently on the outside of the envelope. Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 10:00 A.M. (Central Standard Time) on April 13, 2015 at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457. Electronic bids can be submitted through [www.bidexpress.com](http://www.bidexpress.com).

The Information for Bidders, Form of Bid Proposal, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the office the Engineer, Shuler Consulting Company, 230 Grandview Drive, Chatham, LA 71226. Copies may be obtained at the office of the Engineer, Shuler Consulting Company, upon payment of \$75.00, which amount constitutes the cost of reproduction and handling. **This payment will not be refunded.**

The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. All bidders must sign: (1) the Bid, (2) Certificate of Corporate Principal and Surety, (3) any Addenda issued, and (4) Bid Bond which always must accompany the bid in the correct amount. No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof. The Owner reserves the right to waive any informalities.

A Corporate Resolution authorizing a representative of the corporation to sign the bid must accompany the bid, if the bidder is a corporation.

Each bidder must deposit with his/her bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of Treasury Circular 570.

The Contractor shall begin mobilization and procurement of materials within fifteen (15) working days of the receipt of the Notice to Proceed.

The Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Any person with disabilities requiring special accommodations under ADA requirements must contact the Owner no later than (7) days prior to bid opening.

**IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED ATTACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUBMITTED WITH THE BID PROPOSAL.**

**Equal Opportunity in Employment:** All qualified applicants will receive consideration for employment without regard for race, color, religion, sex or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

/s/ Lee Posey, Mayor

Publishing Dates: March 12, 19, and 26, 2015

Run in the Legal Section of the: Natchitoches Times

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Payne as follows, to -wit:

**RESOLUTION NO. 018 OF 2015**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE  
AND ACCEPT BIDS FOR CHRISTMAS LIGHTING SUPPLIES**

**(BID NO. 0564)**

**WHEREAS**, the City wishes to advertise for Public Bids for Christmas Lighting Supplies (Bid No. 0564).

**WHEREAS**, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

**WHEREAS**, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Tuesday, April 7, 2015 at the Office of the Director of Purchasing, 1400 Sabine Street; and

**WHEREAS**, bids will be publicly opened and read aloud at 2:00 pm, on Tuesday, April 7, 2015 held at the above mentioned Office of the Director of Purchasing; and

**WHEREAS**, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Utility Director; and David Stamey, Councilman, are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**



## **BID INVITATION**

**DATE:** March 9, 2015

**FROM:** City of Natchitoches  
Purchasing Department  
1400 Sabine Street  
Natchitoches, LA 71457

**BID NO.** 0564

**BID TITLE:** Christmas Lighting Supplies

SEALED BID PROPOSALS WILL BE  
RECEIVED UNTIL 2:00 PM,

**April 7, 2015**

AT THE OFFICE OF Edd Lee  
DIRECTOR OF PURCHASING, 1400  
SABINE STREET, NATCHITOCHES, LA  
71457.

FOR ADDITIONAL INFORMATION  
CONTACT THE FOLLOWING:

You may bid online by logging into:  
[www.bidexpress.com](http://www.bidexpress.com)  
For any questions about using the site please  
call the help number 888-352-BIDX (2439)

Edd Lee  
DIRECTOR OF PURCHASING  
(318) 357-3824

## INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 and attached specifications or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 2:00 PM, April 7, 2015, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Prices shall include vehicle safety inspection, **if applies**, application for title and public plates and delivered to the City Warehouse, 1400 Sabine Street, Natchitoches, LA 71457.

11. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

12. The Christmas lighting supplies bid must match the existing supplies on hand for the City of Natchitoches.

13. Please note that samples as indicated on the item detail sheet **MUST** be submitted along with your bid per the attached specification sheet.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. 0564

DESCRIPTION QUANTITY

**Christmas Lighting Supplies Per attached specifications**

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:  
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457  
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR A PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
BID ACCEPTANCE PERIOD OF: \_\_\_\_\_ CALENDER DAYS

DELIVERY WILL BE COMPLETED WITHIN: \_\_\_\_\_ CALENDER DAYS AFTER  
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

Total Cost of Christmas Lighting Supplies per the **GRAND TOTAL** listed on the  
specification sheet \$ \_\_\_\_\_

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL  
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS  
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO  
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND  
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL  
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL  
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL  
EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows,  
to -wit:

**RESOLUTION NO. 019 OF 2015**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT  
BIDS FOR (2) 300 KVA 3 PHASE PAD MOUNT TRANSFORMER AND (2) 150  
KVA 3 PHASE PAD MOUNT TRANSFORMERS**

**BID NO. 0565**

**WHEREAS**, the City wishes to advertise for public bids for (2) 300 KVA 3 Phase Pad Mount Transformer, and (2) 150 KVA 3 Phase Pad Mount Transformer, Bid No. 0565; and

**WHEREAS**, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

**WHEREAS**, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Tuesday, April 7, 2015 at the Office of the Director of Purchasing, 1400 Sabine Street; and

**WHEREAS**, bids will be publicly opened and read aloud at 2:00 pm, on Tuesday, April 7, 2015 held at the above mentioned Office of the Director of Purchasing; and

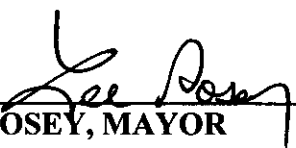
**WHEREAS**, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Bryan Wimberly, Director of Utilities, are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to  
0 Nays on this 9<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

## **BID INVITATION**

**DATE: March 9, 2015**

**FROM:** City of Natchitoches  
Purchasing Department  
1400 Sabine Street  
Natchitoches, LA 71457

**BID NO.** 0565

**BID TITLE:** (2) - 300 KVA 3 Phase Pad Mount Transformers  
(2) - 150 KVA 3 Phase Pad Mount Transformers

SEALED BID PROPOSALS WILL BE  
RECEIVED UNTIL 2:00 PM,

**April 7, 2015**

AT THE OFFICE OF Edd Lee,  
DIRECTOR OF PURCHASING,  
1400 SABINE STREET,  
NATCHITOCHES, LA 71457.

FOR ADDITIONAL INFORMATION  
CONTACT THE FOLLOWING:

You may bid online by logging into:  
[www.bidexpress.com](http://www.bidexpress.com)  
For any questions about using the site please  
call the help number 888-352-BIDX (2439)

Edd Lee  
DIRECTOR OF PURCHASING  
(318) 357-3824

## INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 2:00 PM, April 7, 2015, at the Purchasing Department, 1400 Sabine St, Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

**11. Notice - Transformer Oil Drain Valve is to be in the HV Compartment. Please be advised of this statement in the specifications.**



BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. 0565

DESCRIPTION	QUANTITY	PRICE
300 KVA pad mount transformer	2	_____
150 KVA pad mount transformer	2	_____
Total delivered price for the 4 transformers		_____

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:  
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457  
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR DURATION OF CONTRACT: \_\_\_\_ YES \_\_\_\_ NO  
PRICES HELD FIRM FOR A PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
BID ACCEPTANCE PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
DISCOUNT TERMS: \_\_\_\_\_ PER CENT (%)  
DELIVERY WILL BE COMPLETED WITHIN: \_\_\_\_\_ CALENDER DAYS AFTER  
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL  
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS  
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO  
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND  
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL  
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL  
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL  
EXCEPTIONS HAVE BEEN NOTED WITHIN.

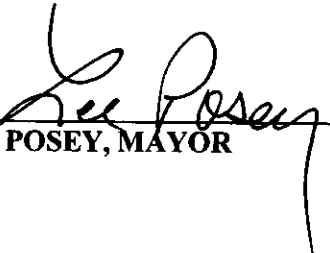
BIDDER	MAILING ADDRESS
SIGNATURE	CITY STATE/ZIP
TYPE/PRINT NAME	DATE
TELEPHONE	TITLE

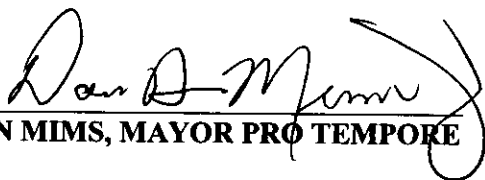
The next scheduled City Council meeting will be held on March 23, 2015.

The offices of the City of Natchitoches will be closed Friday, April 3, 2015 for Good Friday.

With no further discussion, the Mayor Posey made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:24 p.m.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE